

# TaxiCharge New Zealand Limited - Account Application Details

Business Account Application				Personal Account Application			
FULL LEGAL NAME:				MR / MRS / MS / MISS		SURNAME:	
TRADING NAME:				FIRST NAMES:			DATE OF BIRTH:
TRADING AS (PLEASE TICK): <input type="checkbox"/> COMPANY <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> TRUST <input type="checkbox"/> SOLE TRADER			YEAR COMMENCED:	RESIDENTIAL ADDRESS:			
NATURE OF BUSINESS:				POSTAL ADDRESS:			
STREET ADDRESS:				EMAIL ADDRESS:			
POSTAL ADDRESS:				CURRENT EMPLOYER:		CURRENT OCCUPATION:	
CITY:		POSTCODE:		<b>PROOF OF INCOME - (PLEASE ATTACH A CURRENT PAYSリップ OR PROVIDE YOUR ACCOUNTANTS DETAILS)</b>			
CONTACT NAME:			MOBILE NUMBER:	STD:	TELEPHONE NUMBER:	STD:	FAX NUMBER:
STD:	TELEPHONE NUMBER:	STD:	FAX NUMBER:	STD:	WORK TELEPHONE NUMBER:		MOBILE NUMBER:
EMAIL ADDRESS:				<b>NEXT OF KIN (NOT LIVING AT SAME PREMISES):</b>			
PREFERRED TAXICHARGE PARTNER TAXI COMPANY: (REFER TO WEBSITE - TAXICHARGE PARTNER LINK)				RESIDENTIAL ADDRESS:			
ACCOUNTANTS NAME:			TELEPHONE NUMBER:	STD:	TELEPHONE NUMBER:	MOBILE NUMBER:	
ACCOUNTANTS ADDRESS:				<b>Joint Application Details</b>			
ESTIMATED MONTHLY TAXI SPEND: \$				MR / MRS / MS / MISS	FIRST NAME:	SURNAME:	DATE OF BIRTH:
<b>Proprietor / Partner / Director</b> (Information required for Business Applicants only)							
<b>FULL NAME OF PROPRIETORS / PARTNERS OR DIRECTORS:</b>				<b>RESIDENTIAL ADDRESS (NOT PO BOX)</b>			<b>DATE OF BIRTH:</b>
<b>CARD AND VOUCHER DETAILS:</b>				VOUCHERS (30 VOUCHERS PER BOOK):			
CARDS:							
CARDHOLDER NAME:			COST CENTRE:	NO. OF BOOKS:		COST CENTRE:	
CARDHOLDER NAME:			COST CENTRE:	NO. OF BOOKS:		COST CENTRE:	
CARDHOLDER NAME:			COST CENTRE:	NO. OF BOOKS:		COST CENTRE:	
<b>Please note: If you require additional cards and vouchers please attach a supplementary page.</b>							
<b>POSTAL DELIVERY ADDRESS (IF DIFFERENT TO ACCOUNT ADDRESS):</b>				<b>STREET DELIVERY ADDRESS (IF DIFFERENT TO ACCOUNT ADDRESS):</b>			
<b>All Applicants to sign Declaration:</b>							
<p><b>Declaration:</b> This application is made subject to the terms and conditions as amended from time to time under which TaxiCharge cards and vouchers are issued. A copy of the correct Terms and Conditions is available on request. An account administration fee will be charged. I/We understand that use of the Cards and Vouchers indicates acceptance of the terms and conditions. I/We warrant that the information supplied in this application is complete, true and correct. I/We authorise TaxiCharge New Zealand Limited to obtain from any source, and any person to furnish to TaxiCharge New Zealand Limited, any information concerning my/our credit and employment. I/We understand that TaxiCharge New Zealand Limited need not provide a reason should this application be declined.</p>							
<b>For a Business Account ONLY</b>							
I will use TaxiCharge services for the purpose of the business: <b>YES / NO (please circle one).</b>							
I understand that if I use the services primarily for the purposes of our business it is not a Consumer Credit Contracts in terms of the Credit Contracts and Consumer Finance Act 2003.							
I/WE HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ABOVE	AUTHORISED SIGNATORY'S FULL NAME:			SIGNATURE:		TITLE (BUSINESS):	DATE:
	JOINT APPLICANT NAME:			SIGNATURE:			DATE:
FOR OFFICE USE ONLY	CREDIT MANAGER APPROVAL:						DATE:

# TaxiCharge New Zealand Limited - AccountHolder Agreement

**BETWEEN:** TaxiCharge New Zealand Limited ("TaxiCharge") a company registered in New Zealand and having its registered office at Level 4, 210 Khyber Pass Road, Newmarket, Auckland

**AND** \_\_\_\_\_ ("the Account Holder")

- A.** TaxiCharge provides a card and voucher based service to enable regular taxi passengers to charge taxi fees to a consolidated tax invoice which incorporates account management benefits ("the TaxiCharge Service").
- B.** The Account Holder wishes to open an account with TaxiCharge in order to use the Service.
- C.** TaxiCharge agrees to allow the Account Holder to open an account with TaxiCharge and to use TaxiCharge cards or vouchers on the terms set out in this agreement.

## 1. Interpretation

- 1.1. In this agreement:
- "Account" means an account opened by TaxiCharge in the name of the Account Holder, to which Charges are debited and payments made by the Account Holder to TaxiCharge are credited.
- "Account Holder" means a natural person, company, firm, partnership, incorporated society, government department or other body corporate who or which has entered into an agreement with TaxiCharge enabling Charges to be made to an account operated by TaxiCharge in the name of that Account Holder;
- "Administration Fee" means the fee charged by TaxiCharge to the Account Holder for the TaxiCharge Service;
- "Agreement" means this Agreement, all schedules and attachments referred to in, and appended to this agreement including the Operating Procedures, and any variation in accordance with the terms of this agreement.
- "Billing Period" means each period during the term of this agreement in respect of which TaxiCharge issues a billing statement to the Account Holder;
- "Business Day" means a day (other than a Saturday or Sunday) on which registered banks are customarily open for business in Auckland.
- "Card" means a TaxiCharge card issued by TaxiCharge, to be used by the Card Holder to make Charges, which is embossed or printed with the name of the Account Holder and the Card Holder.
- "Card Holder" means a person nominated by the Account Holder to use a TaxiCharge card, who has completed and delivered to TaxiCharge an application form prescribed by TaxiCharge, a signed Card Holder Agreement and a specimen signature, and to whom TaxiCharge has issued a Card;
- "Card Holder Agreement" means the agreement between the Card Holder and TaxiCharge;
- "Charge" means any Taxi Fare charged by use of a Card or Taxi Voucher;
- "Electronic Transaction" means any charge processed through an electronic point of sale terminal;
- "Force Majeure" means any event beyond the reasonable control of either party including (but not limited to) any act of God, natural disaster, flood or earthquake, strike, lockout, fire, war, civil commotion, network service or data switch failure, inability to obtain products or supplies including the imposition of any export or import bans.
- "GST" means goods and services tax under the Goods and Services Tax Act 1985;
- "Merchant" means a taxi operator authorised by TaxiCharge to provide Taxi Services to Card Holders and Voucher Holders, and to accept Charges made in lieu of Taxi Services.
- "Online Transactions" means any online Internet transaction through the TaxiCharge eTaxi web site conducted by a person authorised by the Account Holder, and includes any kind of electronic transaction including the modification, deletion and updating of information on TaxiCharge's system.
- "Operating Procedures" means the procedures for acceptance of Cards and Taxi Vouchers as notified by TaxiCharge to the Account Holder from time to time.
- "Sales Voucher" means a Voucher provided by TaxiCharge to the Merchant for use in recording Charges made by use of a Card, where the Merchant is unable to offer eftpos facilities;
- "Taxi Fare" means the fare charged by the Merchant for the provision of Taxi Services;
- "Taxi Services" means the transport services provided by the Merchant on demand under the Merchant's taxi licence to the Card Holder or Taxi Voucher Holder.
- "TaxiCharge Services" means the credit, account management and administration services provided by TaxiCharge to the Account Holder;
- "Transaction Date" means the date on which taxi services are actually provided;
- "TaxiCharge Voucher" means a printed certificate embossed or encoded with the account number assigned by TaxiCharge to the Account Holder, which is issued by TaxiCharge to the Account Holder entitling the TaxiCharge Voucher Holder to make Charges to the Account Holder's account;
- "TaxiCharge Voucher Holder" means any person in possession of a TaxiCharge Voucher which has been issued to the Account Holder;
- "Terminal Receipt" means a receipt generated by a Merchant's Eftpos terminal.

## 2. TaxiCharge Account

- 2.1. By signing this agreement, TaxiCharge agrees to open an Account in the name of the Account Holder.
- 2.2. The Account Holder may choose to operate the Account using Cards, TaxiCharge Vouchers or both.
- 2.3. The Account Holder may nominate any person to be a Card Holder, but TaxiCharge in its absolute discretion may accept or decline to accept any person as a Card Holder. TaxiCharge will accept a person as a Card Holder only if that person signs the Card Holder Agreement.
- 2.4. TaxiCharge Cards are not transferable. The Account Holder must ensure that only the nominated Card Holder uses a Card.
- 2.5. The Account Holder will require Card Holders and TaxiCharge Voucher Holders to follow the Operating Procedures notified from time to time by TaxiCharge, and will indemnify TaxiCharge and the Merchant against any failure by those persons to do so. In particular, the Account Holder will insure that each Card Holder signs the Card immediately upon receipt with his or her usual signature, and uses the Card on, and subject to the terms of this agreement and the Card Holder Agreement.
- 2.6. The Account Holder agrees to pay TaxiCharge in full for all Charges incurred by the use of Cards or TaxiCharge Vouchers which have been issued on the instructions of the Account Holder, and to pay TaxiCharge all Administration Fees due on the Account.
- 2.7. Subject to clause 6.6 below, the Account Holder is liable for all Charges incurred by the use of the TaxiCharge Card or TaxiCharge Voucher, whether or not that use is authorised by the Account Holder.
- 2.8. The Account Holder will be liable for all Charges made by the use of TaxiCharge Vouchers issued to it, and will be jointly and severally liable with the Card Holder for all charges made by the use of Cards issued to it (subject to clause [notification of theft or cancellation]). TaxiCharge will not be required to seek compensation from any Card Holder before claiming payment from the Account Holder.

## 3. Use of TaxiCharge Cards and Vouchers

- 3.1. A Card Holder may make Charges to the Account Holder's account by using a TaxiCharge Card for payment of the Taxi Fare to the Merchant, and signing a Sales Voucher or a Terminal Receipt for the amount of the Taxi Fare.
- 3.2. A Voucher Holder may make Charges to the Account Holder's account by using a TaxiCharge Voucher for payment of the Taxi Fare to the Merchant, and signing that TaxiCharge Voucher for the amount of the Taxi Fare.
- 3.3. The Card Holder or TaxiCharge Voucher Holder must ensure that Sales Vouchers, Terminal Receipts or TaxiCharge Vouchers contains the following details before exiting the taxi:
- (a) the transaction details;
  - (b) start and finish points of the journey;
  - (c) the Taxi Fare;
  - (d) the signature of the Card Holder or TaxiCharge Voucher Holder.
- 3.4. Whether or not the Card Holder or Voucher Holder has signed the Sales Voucher, Terminal Receipt or TaxiCharge Voucher, the Account Holder will be responsible for payment of the Charges in full.
- 3.5. For the avoidance of doubt, the Account Holder may not dispute either the price shown on a Sales Voucher, Terminal Receipt or TaxiCharge Voucher or the authority of the Card Holder or Voucher Holder to make a Charge. It is entirely the Account Holder's responsibility to control the security of Cards and TaxiCharge Vouchers.

## 4. Fees and Payment

- 4.1. The Account Holder agrees to pay to TaxiCharge an Administration Fee in respect of each Charge made by Cards, and in respect of each TaxiCharge Voucher.
- 4.2. TaxiCharge may alter the Administration Fee by giving the Account Holder notice of changes as set out in clause 13.
- 4.3. TaxiCharge will issue a statement to the Account Holder at the end of each Billing Period showing:
- (a) all Charges notified to TaxiCharge by Merchants during the Billing Period;
  - (b) Administration Fees in respect of all Charges made by Cards during the Billing Period; and
  - (c) Administration Fees in respect of all charges made on TaxiCharge vouchers during the Billing Period.
- 4.4. The statement is TaxiCharge's Tax Invoice. The Account Holder is entirely responsible for ensuring that the Card Holder and TaxiCharge Voucher Holder obtain a Tax Invoice from each Merchant for the Taxi Fare. Any GST shown for Taxi Fare is provided for the Account Holder's Account management purposes only.
- 4.5. The Account Holder shall pay to TaxiCharge the amount outstanding on the statement within 14 Business Days after the end of that Billing Period, by direct debit from the bank account nominated by the Account Holder in Schedule 1 of this Agreement. The Account Holder agrees to keep the nominated bank account in funds for the purpose of payments to TaxiCharge.
- 4.6. Where the amount outstanding on the Account is not paid in full by due date, TaxiCharge may choose the method of application of payments to the Account and TaxiCharge may charge interest on those moneys from the due date until actual payment, daily (calculated by dividing the annual interest rate by 365) on the unpaid overdue balance at the rate of 2% per annum above the current overdraft rate charged by TaxiCharge's bankers, and TaxiCharge may charge costs (including collection costs and legal costs on a solicitor-client basis) and suspend services until the account is paid.
- 4.7. The Account Holder must promptly notify TaxiCharge in writing of any dispute between TaxiCharge and the Account Holder, and must pay the amount due in full pending resolution of the dispute. If the dispute is resolved or settled in the Account Holder's favour, TaxiCharge will promptly credit the Account if necessary.
- 4.8. If for any reason (including, failure by a Merchant to forward a valid or legible Sales Voucher or TaxiCharge Voucher to TaxiCharge) TaxiCharge fails or declines to make payment to a Merchant and that Merchant demands payment directly from the Account Holder, TaxiCharge may accept a request from the Account Holder to pay the Merchant, subject to the Account Holder providing funds to TaxiCharge for the payment, but shall not be obliged to do so.

## 5. Payments

- 5.1. The Account Holder shall pay to TaxiCharge the full amount owing in respect of each Charge Period within 14 Business Days after the end of that Charge Period, according to the statement issued by TaxiCharge.
- 5.2. The obligation of the Account Holder to make these payments shall be absolute and unconditional, and shall apply notwithstanding:
- (a) the Account Holder may dispute the authority of a Card Holder or TaxiCharge Voucher Holder to incur a Charge;
  - (b) that a TaxiCharge Card or TaxiCharge Voucher may have been issued by or to a person not authorised to issue or use that Card or TaxiCharge Voucher, including (subject to clause 6.6) a person who came into possession of a TaxiCharge Card or TaxiCharge Voucher by unlawful means, including where that Card or TaxiCharge Voucher has been lost or stolen) or that the signature on a Sales Taxi Voucher may not match that of a relevant Card Holder or Voucher Holder;
  - (c) the existence of any dispute between a Merchant and the Account Holder or any Card Holder or TaxiCharge Voucher Holder; or
  - (d) in respect of Charges, any other reason whatsoever.
6. **Loss or Theft**
- 6.1. The Account Holder is responsible for the security and use of all TaxiCharge Cards and TaxiCharge Vouchers issued to it or on its instructions.
- 6.2. The Account Holder must make all reasonable efforts to recover or assist TaxiCharge in recovery of any lost, stolen or missing Card or TaxiCharge Voucher, and must ensure that Card Holders and TaxiCharge Voucher Holders assist TaxiCharge.
- 6.3. If any Card is lost or stolen, or ceases to be in the possession and control of the Account Holder or the Card Holder, the Card Holder and the Account Holder must immediately notify TaxiCharge by telephone, and must each confirm the notification in writing within one Business Day as set out in clause 6.5 below.
- 6.4. If any TaxiCharge Voucher is lost or stolen or otherwise ceases to be in the possession and control of the Account Holder or a Voucher Holder authorised by the Account Holder, the Account Holder must immediately notify TaxiCharge by telephone, and must each confirm the notification in writing within one Business Day as set out in clause 6.5 below.
- 6.5. The Account Holder must notify TaxiCharge of:
- (a) all details of the relevant TaxiCharge Card or TaxiCharge Voucher;
  - (b) the circumstances of the loss or theft.
- 6.6. Provided the Account Holder has given TaxiCharge notice in writing of loss or theft of a TaxiCharge Card or TaxiCharge Voucher as set out in clause 6.5, the Account Holder's liability for Charges through the use of a Voucher incurred after TaxiCharge has received that notice shall be limited to a maximum of \$1500 in respect of any one incident of loss or theft.
7. **Property in Cards and Vouchers**
- 7.1. All Cards or TaxiCharge Vouchers remain the property of TaxiCharge at all times.
- 7.2. The Account Holder must ensure that no Card or TaxiCharge Voucher is copied or reproduced.
- 7.3. Either TaxiCharge or the Account Holder may terminate the right of any individual Card Holder to use a TaxiCharge Card at any time, by notice in writing to the other. When this happens, the Account Holder agrees to uplift the Card from the Card Holder, cut it in two and return both portions to TaxiCharge.
- 7.4. TaxiCharge may require the Account Holder to return to it immediately any or all unused TaxiCharge Vouchers.
- 7.5. TaxiCharge may require a Merchant to retain any Card or TaxiCharge Voucher. If this happens, you must give up that Card or TaxiCharge Voucher to the Merchant.
8. **Account Holder Warranty**
- 8.1. The Account Holder warrants to TaxiCharge that all of the information contained in any application for TaxiCharge services before entering into this agreement is true and correct, and undertakes to inform TaxiCharge promptly in writing of any change to this information.
- 8.2. Any signature by a Card Holder on a Sales Voucher and any signature by a TaxiCharge Voucher Holder on a TaxiCharge Voucher is a warranty by the Account Holder that statements, amounts and other information contained in the Sales Docket and TaxiCharge Voucher are true and correct.
9. **Merchants**
- 9.1. The contract under which Merchants supply Taxi Services to Card Holders or TaxiCharge Voucher Holders is an independent contract with the Account Holder, and the Merchant is not an employee or agent of TaxiCharge.
- 9.2. TaxiCharge does not supply Taxi Services and is not liable for any reason whatsoever for any act or omission of the Merchant or any failure, delay or refusal by the Merchant to:
- (a) supply Taxi Services;
  - (b) accept Charges instead of immediate payment for Taxi Services;
  - (c) accept the normal Taxi Fare for Taxi Services;
  - (d) return Sales Vouchers and TaxiCharge Vouchers to TaxiCharge in a timely manner.
10. **Online Transactions**
- 10.1. If TaxiCharge offers the Account Holder a facility to conduct Online Transactions, the Account Holder will appoint a Card Master to carry out those transactions, including ordering Cards and TaxiCharge Vouchers, and to control access to the Account Holder's records.
- 10.2. TaxiCharge will issue the Card Master with a password and user ID number. The use of that password and ID number is deemed to be authority by the Account Holder for TaxiCharge to act upon the Card Master's instructions in relation to its Account including:
- (a) including or withdrawing any Card from the Account;
  - (b) issuing new Cards to Card Holders;
  - (c) adding, modifying, deleting or updating any information relating to the Account.
- 10.3. The Account Holder is responsible for ensuring that the Card Master keeps that password and user ID secure. TaxiCharge will not be responsible for any loss whatsoever suffered by the Account Holder, the Card Master, any Card Holder or TaxiCharge Voucher Holder due to the disclosure (whether authorised by the Account Holder or not) loss, wrongful use or misuse of a password or user ID by any person.
11. **Limitation of Liability**
- 11.1. If the Account Holder acquires or holds itself out as acquiring TaxiCharge's services for the purposes of a business:
- (a) the provisions of the Consumer Guarantees Act 1993 are excluded by this Agreement;
  - (b) TaxiCharge's liability to the Account Holder, any Card Holder or TaxiCharge Voucher Holder for any reason whatsoever shall be limited to a refund of the Administration Fee for the month in which the act or omission giving rise to the liability arose;
  - (c) TaxiCharge will not be liable to the Account Holder for any indirect or consequential loss or damage, and will require the Account Holder to indemnify it against all claims by Card Holders and TaxiCharge Voucher Holders.
- 11.2. TaxiCharge will not be liable for any losses of any kind or any delay in supplying services which are caused in whole or in part by force majeure or any other cause beyond its reasonable control.
12. **Term and Termination**
- 12.1. This agreement commences on the date it is signed by both parties, and can be terminated immediately on written notice by one party giving notice of termination to the other.
- 12.2. Immediately following termination of this agreement, the Account Holder undertakes to return all TaxiCharge Cards and TaxiCharge Vouchers, cut in two, to TaxiCharge, and to pay any sum owing to TaxiCharge under this Agreement on demand.
- 12.3. The Account Holder shall remain liable for all payments in respect of Charges and Administration Fees made by the use of any TaxiCharge Card or TaxiCharge Voucher until that Card or TaxiCharge Voucher is returned to TaxiCharge.
13. **Changes to this Agreement**
- 13.1. TaxiCharge may amend this Agreement by notifying the Account Holder of any change at least 10 Business Days before the change takes effect. Any change is binding from the date notified by TaxiCharge. By using or permitting the use of any TaxiCharge Card or TaxiCharge Voucher which has been issued to it after the change has come into effect, the Account Holder agrees to be bound by the changes.
- 13.2. TaxiCharge may amend the Operating Procedures at any time by notice.
14. **Notices**
- 14.1. All notices under this Agreement must be in writing. Notices may be delivered by hand or by post, or transmitted in electronic form including facsimile and electronic mail, to the address set out in schedule 1 of this Agreement, or any other address notified in writing by one party to the other.
- 14.2. The Account Holder agrees that TaxiCharge may give notices to the Account Holder by sending an electronic communication which allows the notice to be accessed from the TaxiCharge website.
- 14.3. If notice is given by post, it is deemed to have been received on the fourth Business Day after the day on which that notice is posted. Notices given by electronic means are deemed to have been received on the day in which they are sent by TaxiCharge, with the exception of disclosure documents in respect of a consumer credit contract (as defined in the Credit Contracts and Consumer Finance Act 2003) in which case notices are deemed to have been received on the second Business Day after the day on which they are sent.
15. **Assignment**
- 15.1. The Account Holder may assign this Agreement only with the prior written consent of TaxiCharge, which TaxiCharge may refuse, or grant on any conditions it may think fit.
- 15.2. Any change in the effective management or control of the Account Holder shall be deemed to be assignment.
16. **Personal Information**
- 16.1. TaxiCharge will use any personal information that the Account Holder supplies to it for credit, administration, service and marketing purposes. Individuals have the right of access to, and to ask for correction of, their personal information.
- 16.2. The Account Holder authorises any person or company to provide TaxiCharge with any information required in response to its application for credit and/or other enquiries, and authorises TaxiCharge to search the Personal Property Securities Register for any information about it (or, in the case of a company) its parent or associated companies.
17. **General**
- 17.1. If TaxiCharge fails to enforce any terms or to exercise its rights under this Agreement at any time, it has not waived those rights.
- 17.2. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by this Agreement.
- 17.3. In this agreement a reference to any statute is to that statute as amended, supplemented or varied from time to time and includes any re-enactment or substitution of that statute.